

英汉实用 商贸文书范本

A HANDBOOK OF BUSINESS
ENGLISH WRITING

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前 言

英文商业文书包括信函、合同书、技术资料、介绍小册、新产品资讯、电报、电传文、PR (Progress Report) 资料、公司简介、营业报告书等各种不同种类的参考资料。本书主要介绍的是商业上使用最频繁的英文商业文书,商业公司的各类会议决议、纪要和公司章程。

书写英文商业文书,不需要礼貌性的问候,最好是开门见山,直入本题。但是,在书写商业英文书信时,开头便唐突地说出交易的目的,会显得冒昧,令对方不明所以。因此,开始时宜略述本书信的理由与内容大要,以便使对方掌握头绪后,即可进入本题。为了达成与对方交易的目的,撰写书信时,首先必须引起对方的“注意”和“兴趣”。只有这样方能激发对方的“意愿”,使其接受己方的提议。

英文商业文书在以“内容”为优先考虑的前提下,为了以最恰当的方式让对方了解及接受内容事项,就必须考虑到如何构成整个文书的内容。因此,撰写时必须考虑到对方的立场,寻求最恰当的陈述方式。这样,对方才易于接受本次交易事项和内容。应当说明的是,完全以对方的利益为优先或完全站在对方的立场考虑,并不表示是“无条件承诺贵方提议”。关键在于如何调和交易双方的利害关系,让对方了解并接受自己的主张。如果达不到上述目的,效果便要大打折扣。

英文法律文书,包括起诉书、答辩书、调解书、判决书、上诉书、司法委托书,以及具有法律效果的证书等。对不同种类的英文法律文书,虽然格式有所不同,但都要求叙述事实应该实事求是,具体扼要,措词用语准确;阐述理由要以事实和法律为依据;各条款之间要严谨,不可前后矛盾,使用语句的概念内涵和外延都要十分严密,切不可出现逻辑错误。对英文的各种会议决议、纪要,标题要明确;正文要突出重点,分条记述,条理清晰,内容忠于会议纪录,不可随意更改。

撰写英文商业文书,还需要遵循以下五条原则:1. 明晰(Clearness),陈述内容要清楚明白;2. 正确(Correctness),信内陈述不致使对方引起误会;3. 简洁(Conciseness),行文简明有力,不拖泥带水、拉杂繁复;4. 礼节(Courtesy),行文切忌粗俗无礼;5. 个性(Character),行文构想立意新颖,创造独特的语言及多角化的思考方式。此外,还要考虑文书内的“陈述层次”,不要凭己意而挥写。以上这些,均应经充分考虑,再行配置安排,以期达到最佳的陈述效果。

本书收录了大量具有实用价值的文书,可供读者直接选用。

编 者

一九九五年七月

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一、协 议

1. AGREEMENT WITH SALES REPRESENTATIVE

The following constitutes an agreement between

_____ (Company) and

_____ (Sales Representative).

The Sales Representative agrees to:

1. Represent and sell the Company's _____ products/ services in the geographic area of _____. 2. Accurately represent and state Company policies to all potential customers. 3. Promptly mail in all leads and orders to the Company. 4. Inform the sales manager of all problems concerning Company customers in the sales territory. 5. Inform the sales manager if the Sales Representative is representing, or plans to represent any other business firm, and shall in no event represent a competitive company. 6. Telephone the Company with reasonable frequency to discuss sales activity in the territory. 7. Give one month's notice to the Company if the Representative intends to terminate this agreement. 8. Return promptly all materials and samples provided by the Company to the Representative, if either party terminates this agreement.

The Company agrees:

1. To pay the following commissions to the Sales Representative:

(a) _____ percent on all prepaid sales,

except as stated in (4) below

(b) _____ percent on all credit sales,

except as stated in (4) below.

2. To negotiate in advance of sale the commission percentage to be paid on all orders where the Representative allows a quantity discount or other trade concession. 3. Commissions on refunds to customers or merchandise returned by the customer where a commission has already been paid to the Representative will be deducted from future commissions to be paid to the Representative by the Company. 4. Except by special arrangement, sales of the following items will not be commissioned: ... 5. To provide the Sales Representative with business cards, brochures, catalogs, and any product samples required for sales purposes. 6. To set minimum monthly quotas after consultation with the Sales Representative. 7. To give one month's notice to the Representative if the Company wishes to terminate this agreement. 8. To pay commissions to the Representative on sales from existing customers for a period of () months after this agreement is terminated by either party.

Nothing in this agreement shall constitute an exclusive sales territory for the Representa-

tive.

The Company shall continue to send direct mail advertising and to have telephone representatives call into the assigned territory.

Signed this _____ day of _____, 19 _____.

_____, Company

Sales Representative

1. 与销售代理人的协议书

以下协议书由_____ (公司)同_____ (销售代理人)共同签订。

销售代理人同意如下: 1. 在_____地区内代理销售公司_____产品(或服务); 2. 全面准确代理并向所有可能的客户宣布公司的宗旨; 3. 及时向公司邮寄商业信息及订单; 4. 向销售部经理反馈其销售区域内公司客户的有关反映; 5. 在代理或准备代理其他业务单位时, 应通知销售部经理, 但不得在任何情况下代理与本公司有竞争的其他公司业务; 6. 适时同公司电话联系并讨论本地区的销售活动; 7. 在打算终止本协议时, 应提前一个月通知公司; 8. 在任何一方终止本协议后, 应及时归还公司提供的物资及样品。

公司承诺如下: 1. 向销售代理人支付下列佣金: a. 预付销售额的____%(以下第四条情况除外); b. 所有信贷销售额的____%(以下第四条情况除外); 2. 销售代理人打算要一定数量回扣或其他贸易削减时, 应在销售前谈判, 确定佣金的百分比; 3. 当给予顾客优惠或被顾客退还货物, 已经支付的佣金可在以后公司给代理商的佣金中扣除; 4. 除非有特别约定, 下列条目的货物销售不支付佣金: 5. 如因业务需要, 公司应向代理商提供商业卡片、商品简介、目录或其他商品货样; 6. 在同代理商协商后, 确定每月最低定额; 7. 在预备同代理商解除协议时, 应提前一个月通知对方; 8. 在任何一方停止执行本协议后的____月时间内, 应继续支付代理商向现有的顾客销售的佣金。

本协议的所有条款仅适用于代理商的代理地区内。

公司将继续向指定地区直接发送邮政广告, 及时同代理商取得电话联系。

____年____月____日签订。

_____, 公司
_____, 销售代理商

2. CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgement between

(Company) and

(Undersigned).

Whereas, the Company agrees to furnish the Undersigned access to certain confidential information relating to the affairs of the Company for purposes of _____, and

Whereas, the Undersigned agrees to review, examine, inspect or obtain such information only for the purposes described above, and to otherwise hold such information confidential and secret pursuant to the terms of this agreement.

BE IT KNOWN, that the Company has or shall furnish to the Undersigned certain confidential information, described on attached list, and may further allow the Undersigned the right to inspect the business of the Company and/or interview suppliers, customers, employees or representatives of the Company, all on the following conditions:

1. The Undersigned agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party.
2. No copies will be made or retained of any written information supplied.
3. At the conclusion of our discussions, or upon demand by the Company, all information, including written notes, photographs, or memoranda shall be returned to the Company.
4. This information shall not be disclosed to any employee, consultant or third party unless said party agrees to execute and be bound by the terms of this agreement.
5. It is understood that the Undersigned shall have no obligation with respect to any information known by the Undersigned or generally known within the industry prior to date of this agreement, or that shall become common knowledge within the industry thereafter.
6. The Undersigned acknowledges the information disclosed herein is proprietary or trade secrets and in the event of any breach, the Company shall be entitled to injunctive relief as a cumulative and not necessarily successive remedy.
7. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed under seal this _____ day of _____, 19 _____.

2. 保密协议书

本协议确认为_____和_____签订。

公司同意就_____目的向签字方提供有关公司事务的保密情报。签署方同意, 仅在上述目的前提下, 验查获取的情报; 其他情况下, 依据本协议定, 将严守此情报秘密。

应该明确, 将向签字方提供归公司所有的下列附录所列出的秘密情报, 在以下条件下, 签字方有权进一步了解公司的业务, 或与供货商、顾客、员工及公司代理商面谈。条件如下:

1. 签字方同意保守所有机密, 或专利情报, 或商业秘密情报, 并同意只在议定的目的下使用这些情报, 不得用于其他目的或向第三方泄露;
2. 不得复印, 也不得提供任何书面情报;
3. 在双方商讨结束(或经公司要求), 签字方应将所有情报包括书面记录、图片或备忘录等交还公司。
4. 该情报不得向任何员工、顾问或第三方透露, 除非该方同意执行本协议条款;
5. 对于签字方已经掌握的, 或在本协议前产业界已普遍了解, 或在此之后即将成为产业界常识的情报, 签字方不承担有关义务;
6. 签字方承认在此间提交的情报均为专利性或商业机密, 如若有任何形式的泄密, 公司有权采取一次性的(非连续性的)补救措施;
7. 本协议可以约束并适用于签字双方及其继承人及受让人。

盖章签字____年____月____日。

3. CONSIGNMENT AGREEMENT

Consignment agreement made this _____ day of _____, by and between _____ (Consignor), and _____ (Undersigned).

1. Undersigned acknowledges receipt of goods as described on annexed schedule. Said goods shall remain property of Consignor until sold. 2. The Undersigned at its own cost and expense agrees to keep and display the goods only in its place of business, and agrees, on demand made before any sale, to return the same in good order and condition. 3. The Undersigned agrees to use its best efforts to sell the goods for the Consignor's account on cash terms, and at such prices as shall from time to time be designated by Consignor. 4. The Undersigned agrees, upon sale, to maintain proceeds due Consignor in trust, and separate and apart from its own funds and deliver such proceeds, less commission, to Consignor together with an accounting within _____ days of said sale. 5. The Undersigned agrees to accept as full payment a commission equal to _____ % of the gross sales price exclusive of any sales tax, which the Undersigned shall collect and remit. 6. The Undersigned agrees to permit the Consignor to enter the premises at reasonable times to examine and inspect the goods, and reconcile an accounting of sums due. 7. The Undersigned agrees to issue such financing statements for public filing as may reasonably be required by Consignor. 8. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. Record in public filing

3. 委托协议

_____ (货主)与 _____ (签字方)于 _____ 年 _____ 月 _____ 日达成本委托协议如下:

1. 签字方承认已经收到附录中所列货物,上述货物在出售之前仍为委托方财产;
 2. 签字方同意支付在本业务处保存并陈列货物的费用;在货物出售之前,如经委托方要求,货物应完好无损地归还给委托方;
 3. 签字方同意尽力用现金方式支付货款,并按货主在不同时期内指定的价格销售商品;
 4. 签字方同意,在商品售出后,保留货主应得的收入,并同其原有资金分开。将该收入、少量佣金及其帐目清单,于交易后 _____ 天内送至货主处;
 5. 签字方同意,接受总售价的 _____ %作为全部佣金;销售税由签字方汇集并支付;
 6. 签字方允许货主在适当的时间内,检查货物,并查核到期的帐目;
 7. 如经货主合理要求,签字方同意发布类似作为公共档案的财务报告;
 8. 本协议可以约束并适用于签字双方及其继承人和受让人。
- 此件归档。

4. PARTNERSHIP AGREEMENT

AGREEMENT by and between the Undersigned ("Partners").

1. Name; The name of the partnership is _____. 2. Partners; The names of the partners are _____. 3. Place of Business; The principal place of business of the partnership is located at _____. 4. Nature of Business; The partnership shall engage in the following business _____. 5. Duration; The partnership shall commence business on and shall continue until terminated by this agreement, or by operation of law. 6. Contribution of Capital; The partners shall contribute capital in proportionate shares as follows:

Partner	Share
_____	_____
_____	_____
_____	_____

7. Allocation of Depreciation or Gain or Loss on Contributed Property; The partners understand that, for income tax purposes, the partnership's adjusted basis of some of the contributed property differs from fair market value at which the property was accepted by the partnership. However, the partners intend that the general allocation rule of the Internal Revenue Code shall apply, and that the depreciation or gain or loss arising with respect to this property shall be allocated proportionately between the partners, as allocated in Paragraph 5 above, in determining the taxable income or loss of the partnership and the distributive share of each partner, in the same manner as if such property had been purchased by the partnership at a cost equal to the adjusted tax basis. 8. Capital Accounts; An individual capital account shall be maintained for each partner. The capital of each partner shall consist of his original contribution of capital, as described in Paragraph 6, and increased by additional capital contributions and decreased by distributions in reduction of partnership capital and reduced by his share of partnership losses, if these losses are charged to the capital accounts. 9. Drawing Accounts; An individual drawing account shall be maintained for each partner. All withdrawals by a partner shall be charged to his drawing account. Withdrawals shall be limited to amounts unanimously agreed to by the partners. 10. Salaries; No partner shall receive any salary for services rendered to the partnership except as specifically and first approved by each of the partners. 11. Loans by Partners; If both partners consent, one of them may lend money to the partnership at an interest and terms rate agreed on by both partners in writing, at the time any loan is made. 12. Profits and Losses; The net profits of the partnership shall be divided proportionately between the partners, and the net losses shall be borne proportionately as follows: ... 13. Management; The partners shall have equal rights and control in the management of the partnership. 14. Books of Accounts; The partnership shall maintain adequate accounting records. All books, records, and accounts of the partnership shall be open at all times to inspection by all partners. 15. Accounting Basis; The books of account shall be kept on a cash basis. 16. Fiscal Year; The books of account shall be kept on a fiscal year basis commencing January 1 and ending December 31, and shall be closed and balanced at the end of each year. 17. Annual Audit; The books of account shall be

audited as of the close of each fiscal year by an accountant chosen by the partners. 18. Banking: All funds of the partnership shall be deposited in the name of the partnership into a checking or savings account as designated by the partners. Checks shall be drawn on the partnership account for partnership purposes only. Both partners shall be authorized to sign checks. Any purchase of over \$ ____ must be authorized by both partners unless emergency circumstances preclude such authorization. 19. Retirement: Any partner may retire from the partnership upon sixty (60) days' prior notice to the other partner. A retiring partner shall be entitled to the then existing weekly draw for _____ weeks from the date of his notice of termination. 20. Death or Insanity: The death, incapacity or insanity of a partner shall cause an immediate dissolution of the partnership. 21. Election of Remaining Partner to Continue Business: In the event of the retirement, death or insanity of a partner, the remaining partner shall have the right to continue the business of the partnership, either by himself or in conjunction with any other person or persons he may select, but he shall pay to the retiring partner, or to the legal representatives of the deceased or insane partner, the value of his interest in the partnership in addition to the weekly draw for _____ weeks, as described in Paragraph 19. 22. Valuation of Partner's Interest: The value of the interest of a retiring, deceased, or insane partner shall be the sum of (a) the partner's capital account, (b) any unpaid loans due the partner, and (c) the partner's proportionate share of the accrued net profits remaining undistributed in his drawing account. No value for good will shall be included in determining the value of a partner's interest. 23. Payment of Purchase Price: The value of the partner's interest shall be paid without interest to the retiring partner, or to the legal representative of the deceased, incapacitated or insane partner, in monthly installments, commencing on the first day of the second month after the effective date of the purchase. 24. Termination: In the event that the remaining partner does not elect to purchase the interest of the retiring, deceased, or insane partner, or in the event the partners mutually agree to dissolve the partnership, the partnership shall terminate and the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The assets of the partnership shall first be used to pay or provide for all debts of the partnership. Thereafter, all money remaining undistributed in the drawing accounts shall be paid to the partners. Then the remaining assets shall be divided proportionately as follows: ... 25. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this _____ day of _____, 19____.

4. 合股协议

以下协议由签字方(“合股双方”)共同签署。1. 名称: 本合股协议名称为____; 2. 合股人: 合股人名称分别为____、____; 3. 营业地点: 本合营公司主营业场所位于____; 4. 营业性质: 本合营公司经营范围____; 5. 期限: 本合营公司期限至本协议书结束为止, 或由法律规

定予以终止;6. 入股资本:合股人根据以下各自股份提供入股资金:

合股人	股份
_____	_____
_____	_____
_____	_____

7. 入股财产的折旧、增益和损耗:合股各方达成谅解,由于所得税的原因,经调整后的有些入股财产的基价,与该财产的合理市场价格有所不同,但合股双方承认国内税收法典规定的基本分配原则,财产的折旧、增益或损耗根据上述第五项规定,将由合股双方按比例分担。合股公司根据调整的税收基准,购买双方的财产来确定应纳税的收入,或合股亏损和每位合股人的分配份额;8. 股本帐:公司为每一位合股人建立一份个人资本帐。每一位合股人的资本由第六条所述的原始入股资本构成。上述资本,随额外的入股资本而增加;随入股资本分摊贬值而减少;如果其所有股份的损失记入资本帐,则其资本也会减少;9. 提取帐目:公司为每一位合股人建一份提取帐目,每位合股人提取的资金都记在其提取帐上。提取金额不能超过合股人规定的最高限额;10. 工资:非经全体合股人预先同意,任何合股人不得因为公司服务而提取工资;11. 合股人借贷:经双方同意,在公司需要贷款时,合股人一方可以以双方书面形式同意的利率,向合营公司提供借贷;12. 利润和损失:公司的净利润应由合股方按比例分配,公司的净损失将按下列所述分担:……;13. 管理:合股方对合营公司有同等的管理权限;14. 帐本:公司将建立适当的帐目记录,所有簿册、记录和公司帐目可随时接受合股双方检查;15. 帐目基准:公司帐目采用现金基准;16. 财政年度:公司帐目使用从1月1日起至12月31日止的财政年度基准,并在年终进行财政结算;17. 年度审计:公司帐目在每个财政年度结束期间由合股人指定的会计师给予核算;18. 银行业务:公司所有资金存入由合股人指定的银行,开设户头。公司帐户上的资金,由公司专用,不得挪作他用。合股双方都有权签署支票。除非紧急情况,或经授权,任何超过美金_____元的支票只能由合股双方共同签署;19. 退休:任何合股人退休须在此之前60天通知另一合股人;退休合股人有权享受从他退休之日起的_____星期,继续领取退休前工资的待遇;20. 死亡或精神失常:如合股一方死亡、丧失能力或精神失常,本合营公司则立即解散;21. 选举继任合股人继承业务:如合股人一方有下列情况:退休、死亡或精神失常,另一位合股人有权由他自己,或由他选择合股人共同继续从事公司的业务。但他必须向退休的合股人,或死亡、或精神失常的合股人的法定代理人支付他在公司的股权,另加第19条所述的_____周工资;22. 合股人股权款项:退休、死亡或精神失常的合股人股权款项为下列款项的总额:a. 该合股人的资本帐;b. 该合股人支付的借贷;c. 该合股人帐户中由利润分成的股份。股权金额不包括任何善意的考虑;23. 支付购买价格:合股人的股权款项,将从购买生效后第二个月的第一天起向退休的、死亡、丧失能力或精神失常的合股人及其法定代理人按月分期支付;24. 终止:a. 合股人没有找到人选购买退休、死亡或精神失常的合股人的股份;b. 合股人双方同意终止。此时,合股双方应立即着手清理合营公司的业务,其资产应首先用来支付或偿还公司的债务。其后,所有尚未付出的在户资金将支付给合股人;资产将按以下所述按比例分配:_____;25. 本协议对双方,及双方的继承人、转让人、法定代理人均有约束力。

盖章签字____年____月____日。

5. CONTRACTOR AGREEMENT

Date: _____

To _____
Address _____ City or
Town _____

Dear Sir,

_____ propose to furnish all materials and perform all labor necessary to complete the following: _____.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices or applicable codes for the sum of _____ Dollars (\$). Payments to be made _____ to the value of _____ per cent (%) of all work completed. The entire amount of contract to be paid within days after completion.

Any alteration or modification from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted,

By: _____

5. 承包商协议

日期: _____

交 : _____
地址: _____ 市(或县) _____

尊敬的先生:

_____ 建议提供所有原材料及完成以下所述的所有劳力

以上所有工作应按标准惯例或可行条规,认真、扎实地完成。总造价为 _____ 美元。完成工程前支付总造价的 _____ %,总造价款在工程完工后 _____ 天以内支付。对任何有关额外材料、劳力费用的变更或修订,应用书面形式执行,都视为本合同以外的费用。所有协议应该使用书面形式。

敬呈

6. CONTRACT FOR SALE OF PERSONAL PROPERTY

AGREEMENT made by and between _____ (Seller), and _____ (Buyer). For good consideration the parties agree that:

1. Seller agrees to sell, and Buyer agrees to buy the following chattels and property.
2. Buyer agrees to pay to Seller the total purchase price of \$ _____; payable as follows: \$ _____ deposit herewith paid \$ _____ balance by cash, bank or certified \$ _____ check at time of sale.
3. Seller warrants it has good and legal title to said property, full authority to sell same, and that said property shall be sold free and clear of all liens, encumbrances, liabilities and adverse claims by warranty bill of sale.
4. Said property is sold in "as is" condition, Seller disclaiming any warranty of merchantability or working order or condition of the property except that it shall be sold in its present condition, reasonable wear and tear excepted.
5. The parties agree to transfer title on _____, 19 __, at the address of the Seller.
6. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this _____ day of _____, 19 __.

Buyer

Seller

On Behalf of the Corporation

6. 出售个人财产合同

本合同由_____ (卖方) 与_____ (买方) 订立。

经慎重考虑, 双方同意:

1. 卖方同意出售, 买方同意购买以下有形的动产和房地产_____; 2. 买方同意支付卖方总购买价款_____美元, 其中, 付保证金_____美元, 余额用现金、银行存款或_____美元保付支票, 在购买时付清; 3. 卖方保证其对上述财产拥有合法所有权、完全的销售权, 允许其自由销售。以财产销售担保书证明任何人对上述财产都没有扣押权、抵押权、债权和不利的索赔; 4. 上述财产“按现状”的条件出售, 卖方不必出示上述财产可销售性证书、正常运行状态、条件担保书, 但正常的损耗除外; 5. 双方同意于____年____月____日在卖方地点转移产权; 6. 本协议可以约束签字双方及其继承人、受让人的利益。

盖章签字____年____月____日。

(买方) (卖方)

(公司代表)

7. PURCHASE REQUIREMENT AGREEMENT

FOR GOOD CONSIDERATION, the undersigned hereby agrees to enter into this purchase requirement agreement on the following terms:

1. During the period from _____, 19__ to 19__ the undersigned shall purchase from supplier, goods in the following quantity: (Describe amount/time period or % of purchases requirements.)

2. The undersigned shall pay for said purchases within the supplier's credit terms, or such extended terms as shall be expressly approved in writing by Supplier.

3. All purchases hereunder shall further be at such prices and include all promotional or advertising allowances, cash and/or trade discounts and other incentives and inducements, if any, as then customarily available to other accounts purchasing from supplier on equally proportionate terms.

4. In the event the undersigned shall fail to meet the above described purchases requirements, or otherwise default under this agreement, then in such event, Supplier shall have full rights to demand immediate payment of all sums due Supplier notwithstanding extended terms evidenced by any note, extension agreement or other agreement authorizing extended terms.

Signed under seal this _____ day of _____, 19__.

Customer

Supplier

7. 关于购买条件的协议书

经慎重考虑, 签字双方按下列有关条款同意达成购买要求协议:

1. 从____年____月____日至____年____月____日期间, 买方需从供货方购买以下数量货物(购买的数量、时间期限或百分比); 2. 买方应允在供货方赊销付款条件下支付上述购买货物的款项, 或在供货方以书面形式通过的补充条款下支付货款; 3. 将来一切购买都应在此价格基础上进行, 包括所有的促销和允许的广告费用、付现款、批发折扣、奖励和鼓励金等。供货方按惯例给其它的赊购客户以相同比例的优惠; 4. 若买方不能兑现上述购买协定, 或未履行协议条款, 供货方有权要求买方立即支付以任何票据、延期协议书确认的补充条款, 或其它协议书授权的补充条款规定的所有在欠金额。

盖章签字____年____月____日。

买方

供货方

8. OPEN LISTING AGREEMENT

This agreement signed on the _____ day of 19__, by and between _____ (Owner) and _____ (Real Estate Broker) who agree as follows:

1. Listing term; Owner lists the property described in Paragraph 2, with the Real Estate Broker for a period of _____ days. 2. Description of Property; The property to be listed is located at _____. 3. Commission; The Owner agrees to pay the Real Estate Broker a commission of _____% of the sale price if the Broker finds a purchaser ready, willing, and able to pay at least \$ _____ for the property or such other sum as may be accepted by Owner, said sum payable upon closing. 4. Non-Exclusive; The Owner retains the right to sell the property directly with no sales commission, so long as the Broker did not find this purchaser. The Owner further has the right to list the property with other brokers. If a sale is made within _____ months after this agreement terminates to parties found by the Real Estate Agent during the term of this agreement, and who has been disclosed to the Owner, the Owner is required to pay the commission specified above. 5. Forfeit of Deposit; If a deposit of money is forfeited by a purchaser, one-half shall be retained by the Broker, providing that this amount does not exceed the commission, and one-half shall be paid to the Owner.

Owner

Broker

8. 房产交易协议书

本协定于____年____月____日,由_____(所有人)与_____(房地产经纪人)双方签署,达成如下协议:

1. 表册期限:所有人应在_____天期限内向房地产经纪人列出第二款中所列的各项细则; 2. 房产细则说明:所要列出的房产位于_____; 3. 佣金:如经纪人找到能够以至少_____美元或能以所有人接受的价格购买的买主,所有人同意支付交易价格的_____%的佣金。佣金在交易完成后即予支付; 4. 非独家代理:如果经纪人没有找到买方,卖方保留直接销售的权力,不予支付佣金。卖方有权寻找其他经纪人经营代理。如果在本协议期限内,由房地产代理商寻找的、双方在协议终止后_____月以内达成交易,卖方仍需向经纪人支付上述规定的佣金; 5. 丧失的定金:如果买方支付的定金丧失,则定金的一半支付给经纪人,但其金额不得高于佣金,其余支付给卖方。

(卖方)

(经纪人)

9. AGREEMENT TO ASSUME DEBT

FOR GOOD CONSIDERATION, and in consideration of _____ (Creditor) assenting to the transfer of certain assets from _____ (Customer) to the Undersigned, it is hereby acknowledged and agreed that:

1. Both the Customer and the undersigned acknowledges that Customer presently owes Creditor the sum of \$ _____ (Debt). 2. The undersigned unconditionally and

irrevocably agrees to assume and pay said Debt and otherwise guarantee to Creditor the prompt payment of said debt and to fully indemnify and save harmless Creditor from any loss thereto. 3. Said Debt shall be promptly paid in the manner following: (Describe terms). 4. This shall not constitute a release or discharge of the obligations of Customer to Creditor for the payment of said Debt, provided that so long as the undersigned shall promptly pay the Debt in the manner above described, Creditor shall forbear in commencing collection action against Customer. In the event of default, Creditor shall have full rights, jointly and severally, against both Customer and/or undersigned for any balance then owing. 5. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this _____ day of _____, 19__.

Assented to:

Creditor

Customer

9. 承担债务协议书

经认真考虑, _____ (债权人) 同意将 _____ (客户) 的部分资产转移给同意承担债务的签字方, 并同意如下条件:

1. 客户和签字方都承认客户欠债权人金额为 _____ 美元的债务; 2. 签字方无条件同意承担并支付上述债务; 否则, 必须向债权人保证立即支付上述债务, 并完全赔偿债权人由此所受的一切损失; 3. 上述债务必须以下列方式立即支付(细则):; 4. 除非签字方以上述形式及时偿还债务, 否则客户仍须承担对债权人偿还债务的义务。债权人将有权向客户提起诉讼, 要求偿还债务。如果客户违约, 债权人可以有全权向他或签字方提起诉讼, 要求偿还当时的欠债; 5. 本协议书可以约束并适用于签字各方及其继承人、受让人及法定代理人的利益。

盖章签字 _____ 年 _____ 月 _____ 日。

双方表示同意: 债权人 _____ 客户 _____

10. EXTENSION OF AGREEMENT

Extension of Agreement made by and between _____ (First Party), and _____ (Second Party), said agreement being dated _____, 19__ (Agreement).

Whereas said Agreement expires on _____, 19__, and the parties desire to extend and continue said agreement; it is provided that said Agreement shall be extended for an additional term commencing upon the expiration of the original term and expiring on _____, 19__. This extension shall be on the same terms and conditions as contained in the original Agreement and as if set forth and incorporated herein excepting that: (Describe any new or changed terms.)

This extension of Agreement shall be binding upon and inure to the benefit of the parties,